



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS
FOR
FAMILY FOCUSED SOLUTIONS
RFP # 34530-40019**

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1. INTRODUCTION

The State of Tennessee, Department of Human Services, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum grant contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a grantee to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as grantees, subGrantees or suppliers.

Statement of Procurement Purpose

The Families First, the State of Tennessee’s Temporary Assistance for Needy Families (“TANF”) program, was created pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”). The program replaced the Aid to Families with Dependent Children (AFDC). The Families First program focuses on workforce development and employment, supporting participants by providing transportation, child care assistance, education, job training, employment opportunities, and other support services. Counseling service, which is offered through Family Focused Solutions, is one of the supportive services provided by the Families First program, targeting mental health functioning, emotional health needs, social connectedness, and well-being that disproportionately impact low-income and vulnerable families. Temporary cash assistance is also provided to families with one or more dependent children in the home and the family is unable to pay for essential living expenses. To be eligible for the program, Clients must meet technical and financial eligibility standards and must agree to follow a Personal Responsibility Plan (PRP). As part of the PRP, Clients agree to keep immunizations and health checks up-to-date for their children, keep their children in school, cooperate with Child Support services, and participate in an employment, educational, and/or training activity component(s) for at least thirty (30) hours per week.

DHS is committed to building cycles of success with Tennessee families based on a Two-Generation Approach to addressing poverty, which has an intentional focus on both the children and their parents together. DHS has adopted the Two-Generation Approach within the Families First program. The Two-Generation Approach, which focuses on the whole family, is important because the income, educational attainment, and well-being (mental and physical stability) of parents play a crucial role in children’s outcomes and the family’s overall economic security and success. Children’s outcomes are interrelated with their family condition and conversely, parental outcomes (education, income, etc.) impact parent stress, the home setting and overall family stability. Therefore, well-being is a critical component of a parents’ ability to participate in the workforce and effectively raise their children and of the child’s ability to appropriately grow and develop. By providing services and supports, both in quality and quantity, to support low-income children’s early learning experiences and their parents’ education, employment, and income, it can significantly contribute to strengthening family outcomes when those interventions are integrated. Additional information regarding the Two-Generation Approach is available at the following link: <http://www.tn.gov/humanservices/topic/2gen-approach>.

By issuing this RFP, DHS seeks to engage clinical service providers to: (1) help parents strengthen the employment and life skills that will foster economic security for those with Barriers to employment; (2) prevent, mitigate and treat main contributors of Adverse Childhood Experiences for families with children to build resiliency; (3) incorporate psychologically informed frameworks into interventions that support family self-sufficiency, employment and/or educational goal(s), and positive parenting practices; (4) develop a healthy rapport and collaborative relationship with families in order to develop a goal-oriented treatment plan, keeping the family engaged throughout the process; and (5) strengthen family engagement to increase the well-being of the entire family.

DHS seeks proposals from experienced and qualified proposers that can provide a full range of clinical services with advanced, fresh perspectives on engaging, educating, and supporting families based on their core strengths in order to put the whole family on a path to permanent economic security. DHS

requires these services to be delivered in a manner that aligns Families First requirements and address the following four (4) core components of the Two-Generation Approach:

- Educational Success. Facilitate a climate of family support and education. Promote family well-being and children's school readiness, while also assuring healthy child development facilitate opportunities for skills development. Improve the parent's knowledge and level of engagement in the child's development and education. Help parents understand learning disabilities and their emotional impact on the child and family. Engaging and strengthening families to enhance student motivation in school.
- Workforce Development and Economic Assets. Provide appropriate life skills activities for ~~are~~ those needing workplace skill development based on the results of assessment, in order to become employed and/or stay employed and to increase self-sufficiency. Assist families with identifying realistic employment goals and addressing Barriers to achieve the goal. Provide families with access to financial education and asset-building programs. Assist families with developing financial management skills and savings plans.
- Health and Well-Being. Screen children and families for Adverse Childhood Experiences (ACEs) and facilitate their connection to services aimed at reducing psychosocial and traumatic stress on the family and child before mental health symptoms, behavioral problems or academic difficulties are exacerbated. Assist parents in recognizing experiences with ACEs through counseling services. Coordinate appropriate referrals and local resources to provide further support to families. Improve physical health and mental health outcomes by assisting families to engage in significant preventive health practices such as getting care from local healthcare providers or public health centers, improving their diet and exercise, preventing toxic stress, and providing supports to build strong parent-child relationships. Coordinate appropriate referrals and local resources to provide further support to families. Foster productive interactions through therapeutic strategies to help both the child with an emotional or learning problem and his or her family. Facilitate nurturing home environments and increasing knowledge of parenting and child development through modeling supportive parenting, parenting classes, and parenting support groups. Expand on parental resilience by providing tools to reduce stress such as practicing problem solving, peer support opportunities, and mindfulness training.
- Social Capital. Promote family and community engagement by helping families build healthy connections. Increase social connections for the family by helping the parent to identify a network of supportive adults for parents and by establishing positive relationships for children with caring adults in school, family, friends, or neighbors. Engage families to work together to change interactions and to build a more positive atmosphere in the home.

Target Population

The Families First Program allows families to care for their children and advance their efforts to improve their family's economic stability through education, employment, and training activities while receiving cash assistance for up to sixty (60) months. Many Families First Clients receiving assistance face serious barriers to employment such as domestic violence, physical and mental health, substance abuse (alcohol and drugs), learning or other disorders, management of stress, children's health and/or behavioral disorders, and legal issues. These Barriers interfere with Clients' ability to achieve self-sufficiency because education and training is vital to attaining employment that offers a livable wage and thus serves as a necessary component to reaching self-sufficiency. The Families First Program relies on to the Family Focused Solutions (FFS) Providers to provide assessments, individualized case management, family and individual counseling, financial management, parenting skills, life skills, and support services to help families overcome these Barriers to achieve self-sufficiency.

As of November 30, 2018, the Families First caseload was 20,310. Of those Families First Clients, the FFS providers' caseload was 580. The FFS caseload has shown a yearly average decrease of 12.4%

Location of Services

The FFS program operates statewide in the following nine (9) geographic Regions. Each Region is considered one service area, requiring that services be provided under this RFP in all counties of that Region for which it is selected. Grantees may co-locate in ECMS and/or local DHS offices, based on the customer's need, availability, and space. Proposals that separate out counties under that Region will not be considered. If proposers wish to bid on more than one Region, a separate cost proposal must be submitted for each Region and in accordance with RFP Section 3 Response Requirements, Subsections 3.2.2.2 and 3.2.3.2.

REGIONS	COUNTIES	YEARLY AVERAGE CASELOAD
Northeast Tennessee	Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, and Washington	214
East Tennessee	Anderson, Blunt, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union	277
Southeast Tennessee	Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, and Sequatchie	210
Upper Cumberland	Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White	57
Northern Middle Tennessee	Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson	347
Southern Middle Tennessee	Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, and Wayne	274
Northwest Tennessee	Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley	198
Southwest Tennessee	Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison, and McNairy	110
Greater Memphis	Fayette, Lauderdale, Shelby, and Tipton	821

Client caseload estimates are approximate, based on the number of Families First Clients served from January 1, 2015 through November 30, 2018 by the FFS providers. These estimates represent historical caseloads referred to an FFS provider. Note: Families First caseloads are subject to change at any time.

Since July 2007, The Families First caseload has continued to decreased, in part due to the sixty (60) month time limit policy. Based on data, as of December 1, 2018, below is the estimate of how many Families First cases are expected to close prior to July 1, 2020.

Regions	Estimated Number of Cases to Close
Northeast Tennessee	112
East Tennessee	252
Southeast Tennessee	130
Upper Cumberland	60
Northern Middle Tennessee	380
Southern Middle Tennessee	99
Northwest Tennessee	90
Southwest Tennessee	119
Greater Memphis	757

The State may award one grant contract per Region for each of the nine (9) Regions specified in this RFP. However, multiple Regions may be awarded to a single Grantee. Proposers may submit proposals for multiple regions, but may not be awarded all of the regions submitted for. Proposers may submit a cost proposal for any number of Regions in response to this RFP. Proposers must identify the Regions for which each proposal is submitted in accordance with Section 3 Response Requirements, Subsections 3.2.2.2 and 3.2.3.2.

The objective of DHS is to empower the families served through the Families First program by building their capacity and helping them to reach self-sustaining outcomes for their families. There are number of guiding principles to which the awarded proposer must adhere to in the provision of family focused counseling services to the Families First Client of DHS, which are governed administrative rules; the DHS Families First Policy manual; and written policy directives issued by DHS and any applicable changes adopted by rule. A more complete description of the services to be provided as set forth in Section A of Attachment 6.6 and Section A of Attachment 6.7 (Grant Pro Forma applicable to another Tennessee State Agency and members of the University of Tennessee or Board of Regents educational systems) of this RFP and the Exhibits and Attachments thereto.

1.2. **Scope of Service, Grant Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., 6.7.and 6.8, *Pro Forma* Contracts detail the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34530-40019

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Michael S. Leitzke, Sourcing Account Specialist
Central Procurement Office

Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jeffrey Blackshear, Assistant General Counsel
 Tennessee Department of Human Services
 Nashville, TN 37243-1403
Jeffrey.Blackshear@tn.gov
 Telephone: (615) 313-5711

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6. -- *Pro Forma Grant* Contract, and, or as appropriate, Attachment 6.7. - *Pro Forma* Interagency Grant Contract, Pro Forma grant contracts and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 25, 2019
2. Disability Accommodation Request Deadline	2:00 p.m.	February 28, 2019
3. Notice of Intent to Respond Deadline	2:00 p.m.	March 15, 2019
4. Written "Questions & Comments" Deadline		March 22, 2019
5. State Response to Written "Questions & Comments"	2:00 p.m.	April 5, 2019
6. Response Deadline		April 12, 2019
7. State Completion of Technical Response Evaluations	2:00 p.m.	April 26, 2019
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 3, 2019
9. Negotiations		May 6, 2019 through May 10, 2019
10. State Notice of Intent to Award Released		May 14, 2019
11. State sends grant contract to Grantee for signature	2:00 p.m.	May 15, 2019
12. Grantee Signature Deadline		May 24, 2019

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
 - a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 34530-40019 TECHNICAL RESPONSE ORIGINAL”

and Five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34530-40019 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34530-40019 (Region Name) COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34530-40019 (Region Name) COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34530-40019 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34530-40019 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 34530-40019 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Michael S. Leitzke, Sourcing Account Specialist
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime grantee while also permitting one or more other Respondents to offer the Respondent as a subGrantee in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subGrantee as a part of their responses (provided that the subGrantee does not also submit a response as a prime grantee).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Grantee to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Grantee may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subGrantees, the response to this RFP must specifically identify the scope and portions of the work each subGrantee will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. SubGrantees identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subGrantees prior to signing the Contract.

4.4.4. After contract award, a Grantee may only substitute an approved subGrantee at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime grantee and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subgrantees

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime grantee or a subGrantee providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Grantee to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subGrantees, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Grantee is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Grantee who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its grantee selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Grantee and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods

delivered or services rendered by the Grantee, even goods delivered or services rendered in good faith and even if the Grantee is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Grant Contract(s), Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Grantee shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Grantee Performance**

The Grantee who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Grantee must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Grantee to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Grantee may be compensated. In such instances, the State will provide the Grantee a written description of the additional goods or services. The Grantee must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Grantee's response to this RFP. If the State and the Grantee reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Grantee and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Grantee must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.1.6. A single Technical Evaluation will be conducted regardless of the number of Regions for which a Respondent submits a Cost Proposal.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3 **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1 **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.2. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.3. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Grant Contract. The Respondent must sign the contract by the Grantee Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and Grantee selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 34530-40019 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Grant Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Grant Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subGrantee, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subGrantee) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. (see section 3.3.8)	
	A.3.	Respondent's Technical Response must not exceed 200 pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit).	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will not be considered responsive.)	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent Grantees, or subGrantees, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subGrantees to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subGrantees along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subGrantee involved in the delivery of goods or performance of the services each subGrantee will perform; <u>and</u> (c) a statement specifying that each proposed subGrantee has expressly assented to being proposed as a subGrantee in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) Grantee name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) Grantee contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subGrantees and supply Grantees having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subGrantees and supply Grantees.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as Grantees and sub-Grantees. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State's caseload and the scope of services to be delivered; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <ul style="list-style-type: none"> (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project deliverables.		15	
	C.2.	Provide a narrative that illustrates how the Respondent will manage and complete the scope of services, accomplish required objectives, and meet the State's project deliverables.		25	
	C.3.	Describe the Respondent's experience, capacity, and success or effectiveness to assess, engage, and provide mental health and therapeutic services to targeted population and their families or to low income families; engage families from a family systems perspective that is inclusive of the parent and child's well-being; provide family-oriented therapeutic services; prepare individuals for entry and/or re-entry into the work place to individuals that traditionally have had difficulty obtaining employment; provide services to individuals that traditionally have had difficulty sustaining employment; provide educational and supportive services to unwed teens/young adults that are expecting a child or currently have a child; provide services to individuals with domestic violence experiences; provide life skills services to help individuals develop skills and attitudes that are part of the standard expectations for the workplace and for successful employment; and provide financial education services to targeted population and their families or to low income families. Explain how the Respondent's will effectively reach out to engage, enroll, serve, and successfully link the target population, with many complex needs, to the internal and/or external resources and services.		20	
	C.4.	Describe other behavioral health services provided by the Respondent's organization as well as any relationships your organization has with other provider entities and the structure/process you will use to make appropriate referrals for more intensive services, long-term needs, or other community resources. Describe how the Respondent's will refer clients to other mental health counseling programs and agencies in a proactive, seamless, client-friendly manner.		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.5.	Describe the Respondent's strategy for ensuring cultural and linguistic competence is infused through your policies, procedures and practices. Describe kind of trainings your agency provide to support cultural competency.		15	
	C.6.	Describe the Respondent's quality assurance process of the organization or program (e.g., client satisfaction surveys, program evaluation, etc.).		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr style="width: 100%;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 40 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachments 6.6, 6.7, and 6.8, Pro Forma Grant Contracts and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Grant Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:				
PRINTED NAME & TITLE:				
DATE:				
RESPONDENT LEGAL ENTITY NAME:				
Line Item	Budget Item Description	Proposed Budget	State Use Only	
			Evaluation Factor	Evaluation Cost (cost x factor)
REGION NAME				
1	Salaries	\$NUMBER per month	1	
2	Benefits & Taxes	\$NUMBER per month	1	
4,15	Professional Fees/Grant & Awards	\$NUMBER per month	1	
5	Supplies	\$NUMBER per month	1	
6	Telephone	\$NUMBER per month	1	
7	Postage & Shipping	\$NUMBER per month	1	
8	Occupancy	\$NUMBER per month	1	
9	Equipment Rental & Maintenance	\$NUMBER per month	1	

RESPONDENT LEGAL ENTITY NAME:				
Line Item	Budget Item Description	Proposed Budget	State Use Only	
			Evaluation Factor	Evaluation Cost (cost x factor)
REGION NAME				
10	Printing & Publications	\$NUMBER per month	1	
11,12	Travel/Conferences & Meetings	\$NUMBER per month	1	
13	Interest	\$NUMBER per month	1	
14	Insurance	\$NUMBER per month	1	
16	Specific Assistance to Individuals	\$NUMBER per month	1	
17	Depreciation	\$NUMBER per month	1	
18	Other Non-Personnel	\$NUMBER per month	1	
20	Capital Purchase	\$NUMBER per month	1	
22	Indirect Cost (14% of Lines 1 through 20 and line 24)	\$NUMBER per month	1	
24	In-Kind Expense	\$NUMBER per month	1	
	EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> lowest evaluation cost amount from all proposals </div> <div style="text-align: center;"> x 30 (maximum section score) </div> <div style="text-align: center;"> = </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> <div style="text-align: center;"> evaluation cost amount being evaluated </div> <div style="text-align: center;"> SCORE: </div> </div>			
	<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34530-40119 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT: RESPONDENT NAME** (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 34530-40019 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 34530-40019 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 34530-40019 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, Department of Human Services , hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of Family Focused Solutions services, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Definitions.

- a. "Adverse Childhood Experience (ACE)" refers to traumatic experiences (e.g. physical and mental abuse to neglect and household dysfunction) in a person's life occurring before the age of 18.
- b. "AU" shall mean Assistance Unit.
- c. "Barriers" shall mean obstacles such as but not limited to mental and physical health challenges; domestic violence; substance abuse; legal issues; learning or other disorders;; management of stress; children's health and/or children's behavioral disorders (i.e. coping with child's chronic illness/impairment, school progress, truancy, substance abuse); employment (obtaining or maintaining); caring for disabled child or parents, teen/young adult pregnancy and parenting; etc. that impacts the Client's ability to fulfill the program's work requirements or become gainfully employed.
- d. "Client" shall mean an individual who is receiving a monthly Families First cash benefit or, those individuals receiving transitional services after Families First case closure.
- e. "Corrective Action Plan" shall mean a written document in response to a specific situation such as an audit finding, observation, agency practices or policies, and/or unmet performance measure that describes the course of action or steps the Grantee will take to change and address the situation to better meet the Scope and goals of the Contract.
- f. "ECMS" shall mean Employment and Case Management Services. These are services contracted by the State through other agencies, which are assigned to a Region(s), for the administration and management of Families First/TANF clients' work activity requirements and supportive services.
- g. "FEP" shall mean Family Empowerment Plan. The FEP is a family-centered, strengths-based plan that focuses on the family's progress from a Two-Generation Approach throughout the case to ensure services are tailored to best address the family's strengths and needs. The plan acts as a bridge from the assessments to the actual delivery of services and supports.

- h. "FF" shall mean Families First, which is Tennessee's TANF program.
- i. "FFS" shall mean Family Focused Solutions. A Families First support service developed to assist clients and their family in managing or overcoming barriers which limit their ability to move toward self-sufficiency.
- j. "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996 which is United States legislation that provides data privacy and security provisions for safeguarding medical information.
- k. "Individualized Service Plan" shall mean a tool used to develop the road map for the Client in obtaining improved self-sufficiency. The results of the Client's assessment are used to help develop the plan and choose self-sufficiency-enhancing services. The plan details the when, where, how and by whom these activities will be provided. Service plans should be individualized based on the needs of the Client and family and can be added to and adjusted over time.
- l. "Limited English Proficient or LEP" shall mean Clients who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP."
- m. "Personal Responsibility Plan (PRP)" shall mean an agreement between the State and the Families First household outlining a jointly-developed plan to assist the Client's and its household to achieve their highest level of self-sufficiency. The PRP must be developed and personalized based on the household's unique circumstances. The Client's strengths, interests, work experience/skills, employment barriers and other issues are identified through the assessment process and serve as a foundation for the PRP. The PRP remains active until the closure of the Families First case. A renegotiation of the PRP is required only when a Client's participation status with the work and/or educational activity changes from exempt to non-exempt or non-exempt to exempt.
- n. "PMO" shall mean Performance Measurement Outcomes.
- o. "Self-Sufficiency Assessment" shall mean a tool for Clients to determine their own strengths and areas for improvement as they work towards self-sufficiency. The key areas addressed in the assessment include access to services, career resiliency/training, childcare, clothing, education, employment, English language skills, food, functional ability, housing, income (self-sufficiency standard), income (area median income), income (federal poverty level), legal, life skills (household management), life skills (human resources), life skills (financial matters), life skills (setting goals & resourcefulness), mental health, parenting, physical health, safety, substance use, support systems and transportation.
- p. "Matrix" shall refer to the document used to record and track the Self-Sufficiency Assessment results to help individual Clients and families document their progress towards self-sufficiency over time at specific intervention points or, when appropriate, to document a Client's and their family's ability to maintain a certain level of sustainability. This document helps agencies to determine the most useful client services and the delivery of such services. It also allows program staff to identify where additional resources are needed and how to deploy those resources most effectively.
- q. "Motivational interviewing (MI)" shall mean a client-centered counseling style or technique for eliciting behavior change by helping Clients to explore and resolve ambivalence that prevents Clients from realizing personal goals.
- r. "State's System of Record" shall mean the Department of Human Services' Automated Client Certification and Eligibility Network for Tennessee ("ACCENT") which is an

electronic eligibility and case management system currently used in Tennessee for FF and other State programs.

- s. “State’s Client Representative” shall mean a State staff member who is responsible for guiding the Client through the Program and assisting the Client and Grantee, as needed, with issues related to the provision of employment preparation, placement, and retention.
- t. “Strength-based philosophy practice” shall mean a way of viewing Clients as resourceful and resilient in the face of adversity. The approach emphasizes the Client’s self-determination and strengths by utilizing positive thinking patterns and circumstances in a person’s life, rather than the negatives.
- u. “SSI (Supplemental Security Income) and SSDI (Social Security Disability Insurance)” shall mean a program that pays benefits to disabled adults who are unable to work because of a medical condition that is expected to last at least one year or result in death and have limited income and resources.
- v. “Support Services” shall mean any type of support, provided for the removal of Barriers, which enables the Client and family to fulfill the program’s work requirements. These supports may include transportation, uniforms, drug and alcohol abuse counseling and referral, individual and family counseling, special services and materials for Clients, and other reasonable expenses identified in the Grant Contract.
- w. “Support Payments” shall mean an ongoing or periodic payment issued by the Grantee to the Client for a support service or directly to the vendor providing the support service to the Client.
- x. “TANF” shall mean Temporary Assistance for Needy Families (“TANF”) which is the federal program defining regulations for Tennessee’s Families First program.
- y. “Tennessee Alliance for Legal Services (TALS)” shall mean a non-profit organization in contract with the State for the provision of legal assistance to disabled Families First participants to apply for Social Security Disability insurance (SSDI) benefits.
- z. “Transition to Success (TTS)” shall mean a system of care model designed to transition individuals and families out of poverty to a life of economic self-sufficiency. This model is used for the coordination of care to address the Client’s basic needs, literacy, education goals (including GED and higher education for parents), financial literacy, and volunteerism—all key components for self-sufficiency and how to coordinate those resources to meet those areas effectively.
- aa. “Trauma-informed practices” shall mean creating a safe and supportive environment while treating a whole person, taking into account past trauma and the resulting coping mechanisms when attempting to understand behaviors and treat the Client.
- bb. “Two-Generation Approach” shall mean addressing needs of the whole family, the both children and the parent(s), simultaneously. There are four (4) key components the Two-Generation Approach: 1) Educational Success; 2) Workforce Development and Economic Assets; 3) Health and Well-Being; and 4) Social Capital. This Approach includes strengthening and coordinating services to help families achieve stability.
- cc. “Vocational Rehabilitation” shall mean vocational services that assist Clients with disabilities to obtain and maintain employment.

- dd. "Work Requirement" shall mean the requirement for adult participants who are not considered exempt from the work component by the State. This includes teen parents who are the head of their own Families First case. Teen parents who are also dependent children in the assistance unit must attend school as an eligibility requirement.

Two-Generational Approach to Engagement

- A.3. The Grantee shall provide services under Family Focused Solutions (FFS) to address the needs of eligible Families First Clients and their children simultaneously using a Two-Generation Approach. Based on Tennessee's four (4) core components of the Two-Generation Approach (i.e. education, economic supports, health and well-being, and social capital), the Grantee shall:
 - a. Educational Success. Facilitate a climate of family support and education. Promote family well-being and children's school readiness, while also assuring healthy child development facilitate opportunities for skills development. Improve the parent's knowledge and level of engagement in the child's development and education. Help parents understand learning disabilities and their emotional impact on the child and family. Engaging and strengthening families to enhance student motivation in school.
 - b. Workforce Development and Economic Assets. Provide appropriate life skills activities for those needing workplace skill development based on the results of assessment, in order to become employed and/or stay employed and to increase self-sufficiency. Assist families with identifying realistic employment goals and addressing Barriers to achieve the goal. Provide families with access to financial education and asset-building programs. Assist families with developing financial management skills and savings plans.
 - c. Health and Well-Being. Screen children and families for Adverse Childhood Experiences and facilitate their connection to services aimed at reducing psychosocial and traumatic stress on the family and child before mental health symptoms, behavioral problems or academic difficulties are exacerbated. Assist parents in recognizing traumatic experiences through counseling services. Coordinate appropriate referrals and local resources to provide further support to families. Improve physical health and mental health outcomes by assisting families to engage in significant preventive health practices such as getting care from local healthcare providers or public health centers, improving their diet and exercise, preventing toxic stress, and providing supports to build strong parent-child relationships. Coordinate appropriate referrals and local resources to provide further support to families. Foster productive interactions through therapeutic strategies to help both the child with an emotional or learning problem and his or her family. Facilitate nurturing home environments and increasing knowledge of parenting and child development through modeling supportive parenting, parenting classes, and parenting support groups. Expand on parental resilience by providing tools to reduce stress such as practicing problem solving, peer support opportunities, and mindfulness training.
 - d. Social Capital. Promote family and community engagement by helping families build healthy connections. Increase social connections for the family by helping the parent to identify a network of supportive adults for parents and by establishing positive relationships for children with caring adults in school, family, friends, or neighbors.

Referral, Intake, and Assessment

- A.4. The Grantee shall receive Clients with barriers as identified by the Client, the State's Eligibility Counselor, the State's Client Representative, and/or other service providers contracted by the State. These barriers may include, but are not limited to, the following:
 - a. employment (obtaining or maintaining);

- b. domestic violence;
- c. physical or mental health challenges;
- d. substance abuse;
- e. learning or other disorders;
- f. management of stress;
- g. children's health and/or children's behavioral disorders (e.g., coping with child's chronic illness/impairment, school progress, truancy, substance abuse);
- h. caring for disabled child or parents;
- i. teen/young adult pregnancy and parenting; and/or
- j. legal issues.

- A.5. The Grantee shall: (1) contact referred Clients and schedule for an appointment;(2) Provide written feedback on the Client's initial appointment via electronic mail to the State's Client Representative within fourteen (14) calendar days from the date of referral; (3) complete the Matrix with the Client; and (4) submit the results and recommendations on the Assessment Summary Form to the Client's State's Client Representative within thirty (30) calendar days from the date of referral.

The Grantee shall ensure that their staff inform all Clients of the FFS program requirement and obtain the Client's signature on the State's Informed Consent Form prior to administering any assessments or the provision of services.

- A.6. The Grantee's assessment results shall include, but are not limited to:
- a. identification of the Client's barrier(s) to employment utilizing the State's Self-Sufficiency Matrix tool;
 - b. an assessment of the Client's ability to participate in their required work activity component(s) and the number of hours the Client is able to participate per week;
 - c. a determination of any accommodations that are necessary to enable the Client to successfully participate in their required work activity component(s);
 - d. identification of the Client's and the family's short term and long term goals; and
 - e. identification of additional resources and services such as vocational rehabilitation or other community agencies based on the Client's assessment, the Client and family's goals, and length of services.

Type of FFS Services

- A.7. Upon completion of the assessment, the Grantee shall determine the type(s) of services needed by the Client and/or the family based on the assessment results and identified goals. The Grantee shall provide services that move the Client and the family towards self-sufficiency and align with the Two Generation components in Section A.3 of this contract. The services are:

- a. Individualized Case Management. Case management includes assessing strengths and needs, developing an individualized service plan and monitoring and supporting Client and family engagement to promote movement toward self-sufficiency. This service has an intentional focus on:
 - i. Goal-setting and service planning based on results from the Client's Self-Sufficiency Assessment and Matrix, individualized service plan, and individual and family goals.

- ii. Assisting the Client in identifying their needs, building on their strengths while supporting them in meeting their goal.
- iii. Assisting the Client in accessing services to address their needs and follow up on results of the referral and interactions.
- iv. Reconnecting the Client to their individualized service plan goals and steps needed to address self-sufficiency.

The outcome of case management is increased family stability and self-sufficiency through individualized services.

- b. Individual Counseling. A short-term counseling service where the Client works one-on-one with a counselor to explore their feelings, beliefs, or behaviors, work through challenging or influential memories, identify aspects of their lives that they would like to change, better understand themselves and others, simply desiring personal growth, set personal goals, and work toward desired change to put the family on a better path.
- c. Family Counseling. A short-term counseling service that helps family members to improve communication and resolve conflicts. Sessions may include all family members or just those able or willing to participate based on the family's situation and dynamics. Sessions are aimed towards identifying the strengths and needs of the family, clarifying roles in the home, balancing work and life, teaching the family skills to deepen family connections and get through stressful times, and providing solution-focused interventions that provide the best outcome for the family.
- d. Financial Management. Financial education classes or sessions utilizing a curriculum (i.e. Dollar Decisions, Money Habitudes, or FDIC Money Smart) that is targeted for low- and moderate-income adults to educate the Client and the family on ways to identify spending leaks, choose effective ways to track expenses and budgeting, set financial goals, identify sources of income and financial assistance, facilitate reduced debt, improved credit score, lower rate of delinquent bills, develop spending and savings plans, identify ways to cut expenses, and increase income to achieve and maintain self-sufficiency.
- e. Parenting Skills. Parenting skills services to educate the Client areas such as on children development milestones, caring for newborn or infant, health/dental check-ups and immunizations, health and nutrition, understanding executive functioning skills, understanding temperament, intellectual development, communicating with their children, the dynamics of discipline, instilling self-esteem, teaching children values, meeting their children's needs, being a good role model, and understanding the impact of Adverse Childhood Experiences and how to prevent these experiences for their children. Parenting skills services should also enable the Client to understand and address behaviors such as fighting with other children or siblings and oppositional behavior; to learn skills that reinforces positive behaviors and those that decreases negative behaviors; and a step-by-step approach for managing specific problems in the classroom setting.
- f. Life Skills. Life skills services are to provide self-advocacy skills and teach the Client and the family how to reach out to others when they need help regarding the resources that are available to them; how to access services independently when needs arise; how to compensate for delayed executive function skills; how to make their own decisions about life; how to get information so that they can understand things that are of interest to them; how to negotiate for themselves and their families; how to find out who will support them in their journey; problem-solving; active listening and learning; and about self-determination.
- g. Support Services. Support Services assistance is an essential part of successful engagement to support the Client in eliminating or reducing certain barriers and enable

them to work or participate in other required work participation requirements such as education or training and to address family stability.

- i. The Grantee may provide compensation to a Client for transportation assistance for the purpose of attending counseling appointments. The transportation assistance shall be provided in the form of cash or check reimbursement, bus cards, gas cards, and taxi or van services. The form of the transportation stipend issued shall be at the Client's discretion and should not pose additional hardships on the Client's ability to access FFS services and/or attend appointments. Transportation services can be contracted out to other agencies, when needed.

Transportation reimbursement in the form of gas card or cash reimbursement must be offered at a minimum of three dollars (\$3.00) per day if the Client elects to provide his/her own transportation.
 - ii. The Grantee may refer a Client for psycho-educational testing/psychological assessments through a licensed, credentialed provider, per the policy guidelines promulgated from the SSI disability claim documentation, for the purpose of identifying and applying for disability. The cost for the test/assessment shall not exceed six hundred dollars (\$600.00).
 - iii. The Grantee shall also assist the Client in applying for SSI/SSDI and advocating on their behalf, when applicable.
- h. Linkage to Outside Service Providers or Community Resources. When a Client agrees to receive services through FFS, the Grantee shall provide services based on the Client's and the family's assessment results, goals, and individualized service plan. The Grantee shall maintain a resource manual of all community resources available to make referrals to outside service providers for long-term needs. Appropriate referrals may include but are not limited to:
- i. licensed alcohol and drug treatment programs;
 - ii. mental health treatment organizations;
 - iii. psycho-educational testing/psychological assessments by a licensed, credentialed provider per the policy guidelines promulgated from the SSI disability claim documentation for the purpose of identifying disabilities;
 - iv. additional assessments (upon written approval by the State);
 - v. legal aid organizations for assistance with Supplemental Security Income and Social Security Disability Income applications;
 - vi. domestic violence shelters and resources; and
 - vii. community and/or faith-based treatment or service programs.

The Grantee shall submit a written recommendation to the State for approval to extend services for the Client and/or the family when services are needed beyond twelve (12) months.

Client Participation and Engagement

- A.8. The Grantee shall attempt to minimize a Client's barriers to accessing services by making reasonable efforts to schedule appointments at a time and place convenient to the Client. The Grantee may opt to conduct sessions by telephone or other online technology means such as videoconferencing, web-conferencing when it is determined by the Grantee that effective counseling can be delivered in this manner or when it is more convenient for the Client and /or the family. The Grantee shall ensure that the use of technology in their practices/services is delivered in accordance to HIPPA.

- A.9. The Grantee shall provide appropriate language assistance at no cost to ensure that persons are not excluded from equal program participation. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, may be Limited English Proficient, or "LEP". Appropriate language assistance includes, but is not limited to, translation of documents, contract staff interpreters, contract interpreters from within the community, and a telephone interpreter service. Notice regarding the availability of interpreter services, at no cost, must be posted in a conspicuous place, available to all employees, applicants, and Clients.
- A.10. The Grantee shall inform the Client's State's Client Representative and their assigned Employment and Case Management Services provider if the Client elects to use their FFS services to count towards their required work activity hours (for a maximum of two (2) hours per week) under the Job Readiness activity component or if the Client's Personal Responsibility Plan work activity hours requires a modification.
- A.11. The Grantee shall provide weekly feedback via electronic mail on each FFS Client to the Client's State's Client Representative and to their ECMS Provider, if assigned.
- The Grantee shall provide monthly feedback via electronic mail to the State's Client Representative on any Client who is not assigned to an ECMS Provider, unless there is a change in circumstance which would affect the Client's Families First case. The feedback shall include, but is not limited to, the Client's appointment date and time, if the Client and/or family attended the scheduled appointment or was a no show, the amount of time during which services were rendered, general progress of the Client and/or family, and barriers that may impact the Client's ability to comply with their PRP.
- A.12. The Grantee shall verify the Client's FF active status using ACCENT, on a monthly basis to determine eligibility for FFS services and for the issuance of support services.
- A.13. The Grantee shall provide a notification of a Client's closure or termination of FFS services to the Client's State's Client Representative and their assigned ECMS Provider within three (3) business days. The notification shall include, but is not limited to, date FFS services ended; the Client's compliance with services and appointments; any service recommendations and referral(s) for additional services; and any other relevant information pertaining to the Client's job readiness status.
- A.14. The State's Client Representative shall provide notification of a Client's FF case closure or termination of services to the Grantee within three (3) business days.
- A.15. The Grantee may provide transitional services for up to six (6) sessions over a three (3) month period following the closure of the Client's FF Case for any reason to support the family's transition.
- A.16. The Grantee shall develop and maintain a written plan for managing and responding to Client inquiries and/or complaints that are submitted to the Grantee by the Client, the ECMS Provider, or State. The plan shall include a mechanism for:
- a. tracking the numbers of inquiries/complaints received;
 - b. providing a resolution description for inquiries/complaints, as well as, timeframes for addressing such; and
 - c. monitoring processes in order to assess effectiveness of the Grantee's customer service.

Case File Maintenance and Documentation Requirements

- A.17. The Grantee shall ensure the Client's clinical records are current and thorough with respect to all services provided. The Client's clinical records should include information such as the FFS referral; assessment(s) and results; the State's Self-Sufficiency Assessment and Matrix; service plan and any modifications; and case notes that details the Client and family's progress, appointments and no shows, services provided and referred, barriers addressed, termination or extension of services; communications to the Client, Client's State Client Representative and/or ECMS Provider; and closure summary.
- A.18. The Grantee shall ensure that the FFS clinical records are stored in a separate locked filing cabinet from other agency clinical records, regardless of whether or not such records are maintained at the Grantee's or State's facility.
- A.19. The Grantee shall provide a copy of all Clients' clinical records, upon the Client's written consent, to the new Grantee or other treatment professional/agency upon transfer, expiration, termination of this Grant or in the event that a Client relocates to the area of another contracted FFS service provider.
- A.20. The Grantee shall be responsible for all legal defenses and litigations involving the request of or access to a FFS Client's clinical records. The Grantee shall ensure that any subpoenas or court orders received requesting A FFS Client's clinical records shall be communicated with and coordinated through the State's Families First Program Director or the State's legal designee.
- A.21. The Grantee shall develop an internal monitoring process and conduct periodic compliance reviews of financials and clinical records to ensure Grant requirements are being met by the Grantee's staff.

Staffing Requirements and Training

- A.22. The Grantee shall ensure that staff possesses the necessary skills and/or credentials to provide services to Clients and their families. The Grantee shall ensure that staff duties correlate with their level of education and years of professional experience. The Grantee staff shall meet the following minimum requirements:
 - a. possesses a minimum of a Bachelor's Degree in Social Work or Social Welfare, Marriage, Family and Child Counseling, Counseling Psychology, Social Psychology, or other equivalent education in the human services field from an accredited college or university, Master's Degree preferred; and
 - b. possesses a minimum of three (3) years of qualifying family counseling experience working with families from all socio-economic and cultural backgrounds.

The State may grant exceptions to minimum requirements on a case-by-case basis. The Grantee shall submit a written exception to the State and include a justification to support the exception. The Grantee shall keep the State informed of any personnel actions that include hiring, resignations, and/or terminations.

- A.23. The Grantee shall be responsible for hiring clinical personnel and maintain adequate staffing levels to provide services to Clients and their families in the Grantee's assigned Region. The Grantee shall make all efforts to complete the hiring process as quickly as possible to ensure coverage of the service area at all times even in the event of a staff vacancy.
- A.24. The Grantee shall cooperate with the State and participate in all required trainings, workshops, meetings, or conferences to ensure that the Grantee's policies, procedures, and delivery of services are aligned with the Two-Generational Approach, brain science informed practices,

Adverse Childhood Experiences trauma informed practices, strength-based philosophy practices, Transition to Success practices, and motivational interviewing techniques. The Grantee shall conduct refresher training when appropriate.

- A.25. The Grantee shall provide updates to staff to ensure that they are fully informed of any changes in State's practices, family engagement efforts, program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements. The Grantee shall maintain documentation to demonstrate changes were communicated to their staff via training agenda or memorandums and staff sign-in rosters.

Confidentiality Requirements and Data Security Protocol

- A.26. The Grantee shall ensure that appropriate safeguards are in place in order to control access to State-managed data systems to which the Grantee has been given access to provide services contemplated under this Grant. These safeguards shall ensure that the Grantee is in compliance with the Computer Crimes Act as defined in T.C.A. §§ 39-14-601 – 603.
- A.27. The Grantee shall ensure that all staff with access to the State's System of Record shall complete a State Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annually or as needed.
- A.28. The Grantee shall follow the State's data security protocol in order to have access to the State's System of Record. The Grantee acknowledges and agrees to notify the State immediately upon reasonable cause to believe that a breach of system security has occurred. The Grantee shall notify the State of any staff terminations with access to the State's System of Record by the timeframe as specified in the State's Computer Security Agreement.

The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- A.29. The Grantee shall ensure that the Grantee's computers are compatible with the State's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information from, the State by e-mail.

Performance Measurement Outcomes (PMOs)

- A.30. In order to demonstrate the Client's and the family's success, the Grantee shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the Families First program requirements with an emphasis on the Two-Generational Approach (i.e. education, economic support, health and well-being, social capital, and quality employment) to better evaluate if each Client and their family is reaching self-sustaining outcomes as a result of the services provided.
- A.31. The Grantee shall electronically submit the Performance Measurement Outcomes report to the State on a monthly basis by the tenth (10th) business day of the month following the last date of the reporting quarter in accordance to requirements and format established by the State. Monthly reports shall be separated by county and submitted in the format and content in accordance with requirements established by the State. Program reports shall at a minimum include:
- a. Seventy-five percent (75%) of clients will have identified career and/or educational goal(s) at the time of FFS closure.

- b. Seventy-five percent (75%) of clients presenting with a long-term physical and/or mental health issue(s) that is a barrier to self-sufficiency will be referred to the Tennessee Alliance for Legal Services.
- c. Seventy percent (70%) of clients with child behavior/health issues will be referred to family counseling to develop strategies for coping with the child's behavior/health issues.
- d. Ten percent (10%) or less of clients will have unsuccessful closures due to FF sanctions.
- e. Eighty-five percent (85%) of clients experiencing homelessness will be given resources and referrals by the Grantee.

Program Activity and Supportive Services Reports

- A.32. The Grantee shall submit the Program Activity and Supportive Services Reports to the State on a monthly basis by the tenth (10th) business day of the month following the reporting month in accordance to requirements established by the State. The Program Activity Report shall include the following:
- a. Detailed Caseload;
 - b. Referrals: Numbers, Sources, Reasons, Barriers;
 - c. Education Level/Status;
 - d. Employment Level/Status;
 - e. Type(s) and Length of Services Providing;
 - f. Specific Assistance to Individuals: Transportation, etc.;
 - g. Outside Referrals for Services: Employment trainings; Educational; Programs: Adult Education, Drive to 55 Programs; Intensive Mental Health Programs; A & D Programs; Vocational Rehabilitation; SSA: SSI/SS; etc.;
 - h. Successful/Unsuccessful closures, and
 - i. Other areas as identified to demonstrate how practices are aligned with the State's two generational approach, brain science informed practices, and strength based philosophy.
- A.33. The Grantee shall implement a plan to comply with Title VI of the Civil rights Act of 1964, to include, but not be limited to, staff civil rights training, both on an annual basis for all employees and as part of orientation training for new employees, the provision of language assistance services, and the process for receiving an investigation on any complaints regarding Title VI discrimination. Such plan shall be made available to the State upon request. Such plan and provision of services must conform to the requirements of both federal and state law and guidelines relevant to Title VI.

B. TERM OF GRANT CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment **Reference**, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Lakecia Peterson, Families First Program
Tennessee Department of Human Services
Nashville, TN 37243
Telephone: 615-313-5675
Email Address: Lakecia.Peterson@tn.gov

Jennifer Campbell, Family Assistance Contracts
Tennessee Department of Human Services
Nashville, TN 37243-1403
Telephone: 615-313-4718
Email Address: FamilyAssistanceContracts.DHS@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Human Services, Division of Family Assistance.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between

the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Lakecia Peterson, Families First Program
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street

Nashville, TN 37243-1403
Telephone: 615-313-5675
Email Address: Lakecia.Peterson@tn.gov

Rebecca Vernon, Families First Policy Director
Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: (615)313-5729
Email Address: Rebecca.Vernon@tn.gov

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address
Email Address
Telephone # Number
FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the

Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any

securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and

endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers’ compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Cyber Liability Insurance

- 1) The Contractor shall maintain cyber liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, errors, omissions, negligence, and infringement of intellectual property (except patent and trade secret). Coverage shall be sufficiently broad to respond to all duties and obligations as is undertaken by the Contractor in the Contract and shall include network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage, destruction, or alteration of electronic information, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential and private information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion if not provided as part of the Cyber Liability Insurance required by subsection d., above. The policy must not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000).
- 3) This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

g. Sexual Abuse & Molestation

- 1) The Contractor shall maintain sexual abuse & molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- 2) Any sexual abuse & molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Contractor may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

h. Umbrella Liability

The Contractor shall maintain an umbrella liability policy with limits no less than ten million dollars (\$10,000,000) per occurrence or claim, and ten million dollars (\$10,000,000) policy aggregate.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee’s attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee’s attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.8. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:
- i. 80 percent or more of the Grantee’s annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.9. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.10. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HUMAN SERVICES:

DANIELLE W. BARNES, COMMISSIONER **DATE**

GRANT BUDGET				
GRANTEE'S NAME				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees/Grant & Awards ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
	\$0.00

DEPRECIATION	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ **Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- ☐ **Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

RFP # 34530-40019 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
GRANTEE STATE AGENCY NAME**

This Grant Agreement, by and between the State of Tennessee, Department of Human Services (the "Grantor State Agency"), and [Insert Name of State Agency] (the "Grantee"), is for the provision of Families Focused Solutions services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions.
- a. "Adverse Childhood Experience (ACE)" refers to traumatic experiences (e.g. physical and mental abuse to neglect and household dysfunction) in a person's life occurring before the age of 18.
 - b. "AU" shall mean Assistance Unit.
 - c. "Barriers" shall mean obstacles such as but not limited to mental and physical health challenges; domestic violence; substance abuse; legal issues; learning or other disorders;; management of stress; children's health and/or children's behavioral disorders (i.e. coping with child's chronic illness/impairment, school progress, truancy, substance abuse); employment (obtaining or maintaining); caring for disabled child or parents, teen/young adult pregnancy and parenting; etc. that impacts the Client's ability to fulfill the program's work requirements or become gainfully employed.
 - d. "Client" shall mean an individual who is receiving a monthly Families First cash benefit or, those individuals receiving transitional services after Families First case closure.
 - e. "Corrective Action Plan" shall mean a written document in response to a specific situation such as an audit finding, observation, agency practices or policies, and/or unmet performance measure that describes the course of action or steps the Grantee will take to change and address the situation to better meet the Scope and goals of the Contract.
 - f. "ECMS" shall mean Employment and Case Management Services. These are services contracted by the State through other agencies, which are assigned to a Region(s), for the administration and management of Families First/TANF clients' work activity requirements and supportive services.
 - g. "FEP" shall mean Family Empowerment Plan. The FEP is a family-centered, strengths-based plan that focuses on the family's progress from a Two-Generation Approach throughout the case to ensure services are tailored to best address the family's strengths and needs. The plan acts as a bridge from the assessments to the actual delivery of services and supports.
 - h. "FF" shall mean Families First, which is Tennessee's TANF program.
 - i. "FFS" shall mean Family Focused Solutions. A Families First support service developed to assist clients and their family in managing or overcoming barriers which limit their ability to move toward self-sufficiency.

- j. "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996 which is United States legislation that provides data privacy and security provisions for safeguarding medical information.
- k. "Individualized Service Plan" shall mean a tool used to develop the road map for the Client in their journey towards enhanced self-sufficiency. The results of the Client's assessment are used to help develop the plan and choose self-sufficiency-enhancing services. The plan details the when, where, how and by whom these activities will be provided. Service plans should be individualized based on the needs of the Client and family and can be added to and adjusted over time.
- l. "Limited English Proficient or LEP" shall mean Clients who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP."
- m. "Personal Responsibility Plan (PRP)" shall mean an agreement between the State and the Families First household outlining a jointly-developed plan to assist the Client's and its household to achieve their highest level of self-sufficiency. The PRP must be developed and personalized based on the household's unique circumstances. The Client's strengths, interests, work experience/skills, employment barriers and other issues are identified through the assessment process and serve as a foundation for the PRP. The PRP remains active until the closure of the Families First case. A renegotiation of the PRP is required only when a Client's participation status with the work and/or educational activity changes from exempt to non-exempt or non-exempt to exempt.
- n. "PMO" shall mean Performance Measurement Outcomes.
- o. Self-Sufficiency Assessment shall mean a tool for Clients to determine their own strengths and areas for improvement as they work towards self-sufficiency. The key areas addressed in the assessment include access to services, career resiliency/training, childcare, clothing, education, employment, English language skills, food, functional ability, housing, income (self-sufficiency standard), income (area median income), income (federal poverty level), legal, life skills (household management), life skills (human resources), life skills (financial matters), life skills (setting goals & resourcefulness), mental health, parenting, physical health, safety, substance use, support systems and transportation.
- p. "Matrix" shall refer to the document used to record and track the Self-Sufficiency Assessment results to help individual Clients and families document their progress towards self-sufficiency over time at specific intervention points or, when appropriate, to document a Client's and their family's ability to maintain a certain level of sustainability. This document helps agencies to determine the most useful client services and the delivery of such services. It also allows program staff to identify where additional resources are needed and how to deploy those resources most effectively.
- q. "Motivational interviewing (MI)" shall mean a client-centered counseling style or technique for eliciting behavior change by helping Clients to explore and resolve ambivalence that prevents Clients from realizing personal goals.
- r. "State's System of Record" shall mean the Department of Human Services' Automated Client Certification and Eligibility Network for Tennessee (ACCENT) which is an electronic eligibility and case management system currently used in Tennessee for FF and other State programs.
- s. "State's Client Representative" shall mean a State staff member who is responsible for guiding the Client through the Program and assisting the Client and Grantee, as needed, with issues related to the provision of employment preparation, placement, and retention.

- t. “Strength-based philosophy practice” shall mean a way of viewing Clients as resourceful and resilient in the face of adversity. The approach emphasizes the Client’s self-determination and strengths by utilizing positive thinking patterns and circumstances in a person’s life, rather than the negatives.
- u. “SSI (Supplemental Security Income) and SSDI (Social Security Disability Insurance)” shall mean a program that pays benefits to disabled adults who are unable to work because of a medical condition that is expected to last at least one year or result in death and have limited income and resources.
- v. “Support Services” shall mean any type of support, provided for the removal of Barriers, which enables the Client and family to fulfill the program’s work requirements. These supports may include transportation, uniforms, drug and alcohol abuse counseling and referral, individual and family counseling, special services and materials for Clients, and other reasonable expenses identified in the Grant Contract.
- w. “Support Payments” shall mean an ongoing or periodic payment issued by the Grantee to the Client for a support service or directly to the vendor providing the support service to the Client.
- x. “TANF” shall mean Temporary Assistance for Needy Families (“TANF”) which is the federal program defining regulations for Tennessee’s Families First program.
- y. “Tennessee Alliance for Legal Services (TALS)” shall mean a non-profit organization in contract with the State for the provision of legal assistance to disabled Families First participants to apply for Social Security Disability insurance (SSDI) benefits.
- z. “Transition to Success (TTS)” shall mean a system of care model designed to transition individuals and families out of poverty to a life of economic self-sufficiency. This model is used for the coordination of care to address the Client’s basic needs, literacy, education goals (including GED and higher education for parents), financial literacy, and volunteerism—all key components for self-sufficiency and how to coordinate those resources to meet those areas effectively.
- aa. “Trauma-informed practices” shall mean creating a safe and supportive environment while treating a whole person, taking into account past trauma and the resulting coping mechanisms when attempting to understand behaviors and treat the Client.
- bb. “Two-Generation Approach” shall mean addressing needs of the whole family, the both children and the parent(s), simultaneously. There are four (4) key components the Two-Generation Approach: 1) Educational Success; 2) Workforce Development and Economic Assets; 3) Health and Well-Being; and 4) Social Capital. This Approach includes strengthening and coordinating services to help families achieve stability.
- cc. “Vocational Rehabilitation” shall mean vocational services that assist Clients with disabilities to obtain and maintain employment.
- dd. “Work Requirement” shall mean the requirement for adult participants who are not considered exempt from the work component by the State. This includes teen parents who are the head of their own Families First case. Teen parents who are also dependent children in the assistance unit must attend school as an eligibility requirement.

Two-Generational Approach to Engagement

- A.3. The Grantee shall provide services under Family Focused Solutions (FFS) to address the needs of eligible Families First Clients and their children simultaneously using a Two-Generation Approach. Based

on Tennessee's four (4) core components of the Two-Generation Approach (i.e. education, economic supports, health and well-being, and social capital), the Grantee shall:

- a. Educational Success. Facilitate a climate of family support and education. Promote family well-being and children's school readiness, while also assuring healthy child development facilitate opportunities for skills development. Improve the parent's knowledge and level of engagement in the child's development and education. Help parents understand learning disabilities and their emotional impact on the child and family. Engaging and strengthening families to enhance student motivation in school.
- b. Workforce Development and Economic Assets. Provide appropriate life skills activities for those needing workplace skill development based on the results of assessment, in order to become employed and/or stay employed and to increase self-sufficiency. Assist families with identifying realistic employment goals and addressing Barriers to achieve the goal. Provide families with access to financial education and asset-building programs. Assist families with developing financial management skills and savings plans.
- c. Health and Well-Being. Screen children and families for Adverse Childhood Experiences and facilitate their connection to services aimed at reducing psychosocial and traumatic stress on the family and child before mental health symptoms, behavioral problems or academic difficulties are exacerbated. Assist parents in recognizing traumatic experiences through counseling services. Coordinate appropriate referrals and local resources to provide further support to families. Improve physical health and mental health outcomes by assisting families to engage in significant preventive health practices such as getting care from local healthcare providers or public health centers, improving their diet and exercise, preventing toxic stress, and providing supports to build strong parent-child relationships. Coordinate appropriate referrals and local resources to provide further support to families. Foster productive interactions through therapeutic strategies to help both the child with an emotional or learning problem and his or her family. Facilitate nurturing home environments and increasing knowledge of parenting and child development through modeling supportive parenting, parenting classes, and parenting support groups. Expand on parental resilience by providing tools to reduce stress such as practicing problem solving, peer support opportunities, and mindfulness training.
- d. Social Capital. Promote family and community engagement by helping families build healthy connections. Increase social connections for the family by helping the parent to identify a network of supportive adults for parents and by establishing positive relationships for children with caring adults in school, family, friends, or neighbors.

Referral, Intake, and Assessment

- A.4. The Grantee shall receive Clients with barriers as identified by the Client, the State's Eligibility Counselor, the State's Client Representative, and/or other service providers contracted by the State. These barriers may include, but are not limited to, the following:
- a. employment (obtaining or maintaining);
 - b. domestic violence;
 - c. physical or mental health challenges;
 - d. substance abuse;
 - e. learning or other disorders;
 - f. management of stress;
 - g. children's health and/or children's behavioral disorders (e.g. coping with child's chronic illness/impairment, school progress, truancy, substance abuse);

- h. caring for disabled child or parents;
- i. teen/young adult pregnancy and parenting; and/or
- j. legal issues.

- A.5. The Grantee shall: (1) contact referred Clients and schedule for an appointment;(2) Provide written feedback on the Client's initial appointment via electronic mail to the State's Client Representative within fourteen (14) calendar days from the date of referral; (3) complete the Matrix with the Client; and (4) submit the results and recommendations on the Assessment Summary Form to the Client's State's Client Representative within thirty (30) calendar days from the date of referral.

The Grantee shall ensure that their staff inform all Clients of the FFS program requirement and obtain the Client's signature on the State's Informed Consent Form prior to administering any assessments or the provision of services.

- A.6. The Grantee's assessment results shall include, but are not limited to:

- a. identification of the Client's barrier(s) to employment utilizing the State's Self-Sufficiency Matrix tool;
- b. an assessment of the Client's ability to participate in their required work activity component(s) and the number of hours the Client is able to participate per week;
- c. a determination of any accommodations that are necessary to enable the Client to successfully participate in their required work activity component(s);
- d. identification of the Client's and the family's short term and long term goals; and
- e. identification of additional resources and services such as vocational rehabilitation or other community agencies based on the Client's assessment, the Client and family's goals, and length of services.

Type of FFS Services

- A.7. Upon completion of the assessment, the Grantee shall determine the type(s) of services needed by the Client and/or the family based on the assessment results and identified goals. The Grantee shall provide services that move the Client and the family towards self-sufficiency and align with the Two Generation components in Section A.3 of this contract. The services are:

- a. Individualized Case Management. Case management includes assessing strengths and needs, developing an individualized service plan and monitoring and supporting Client and family engagement to promote movement toward self-sufficiency. This service has an intentional focus on:
 - i. Goal-setting and service planning based on results from the Client's Self-Sufficiency Assessment and Matrix, individualized service plan, and individual and family goals.
 - ii. Assisting the Client in identifying their needs, building on their strengths while supporting them in meeting their goal.
 - iii. Assisting the Client in accessing services to address their needs and follow up on results of the referral and interactions.
 - iv. Reconnecting the Client to their individualized service plan goals and steps needed to address self-sufficiency.

The outcome of case management is increased family stability and self-sufficiency through individualized services.

- b. Individual Counseling. A short-term counseling service where the Client works one-on-one with a counselor to explore their feelings, beliefs, or behaviors, work through challenging or influential memories, identify aspects of their lives that they would like to change, better understand themselves and others, simply desiring personal growth, set personal goals, and work toward desired change to put the family on a better path.
- c. Family Counseling. A short-term counseling service that helps family members to improve communication and resolve conflicts. Sessions may include all family members or just those able or willing to participate based on the family's situation and dynamics. Sessions are aimed towards identifying the strengths and needs of the family, clarifying roles in the home, balancing work and life, teaching the family skills to deepen family connections and get through stressful times, and providing solution-focused interventions that provide the best outcome for the family.
- d. Financial Management. Financial education classes or sessions utilizing a curriculum (i.e. Dollar Decisions, Money Habitudes, or FDIC Money Smart) that is targeted for low- and moderate-income adults to educate the Client and the family on ways to identify spending leaks, choose effective ways to track expenses and budgeting, set financial goals, identify sources of income and financial assistance, facilitate reduced debt, improved credit score, lower rate of delinquent bills, develop spending and savings plans, identify ways to cut expenses, and increase income to achieve and maintain self-sufficiency.
- e. Parenting Skills. Parenting skills services to educate the Client areas such as on children development milestones, caring for newborn or infant, health/dental check-ups and immunizations, health and nutrition, understanding executive functioning skills, understanding temperament, intellectual development, communicating with their children, the dynamics of discipline, instilling self-esteem, teaching children values, meeting their children's needs, being a good role model, and understanding the impact of Adverse Childhood Experiences and how to prevent these experiences for their children. Parenting skills services should also enable the Client to understand and address behaviors such as fighting with other children or siblings and oppositional behavior; to learn skills that reinforces positive behaviors and those that decreases negative behaviors; and a step-by-step approach for managing specific problems in the classroom setting.
- f. Life Skills. Life skills services are to provide self-advocacy skills and teach the Client and the family how to reach out to others when they need help regarding the resources that are available to them; how to access services independently when needs arise; how to compensate for delayed executive function skills; how to make their own decisions about life; how to get information so that they can understand things that are of interest to them; how to negotiate for themselves and their families; how to find out who will support them in their journey; problem-solving; active listening and learning; and about self-determination.
- g. Support Services. Support Services assistance is an essential part of successful engagement to support the Client in eliminating or reducing certain barriers and enable them to work or participate in other required work participation requirements such as education or training and to address family stability.
 - i. The Grantee may provide compensation to a Client for transportation assistance for the purpose of attending counseling appointments. The transportation assistance shall be provided in the form of cash or check reimbursement, bus cards, gas cards, and taxi or van services. The form of the transportation stipend issued shall be at the Client's discretion and should not pose additional hardships on the Client's ability to access FFS services and/or attend appointments.

Transportation reimbursement in the form of gas card or cash reimbursement must be offered at a minimum of three dollars (\$3.00) per day if the Client elects to provide his/her own transportation.

- ii. The Grantee may refer a Client for psycho-educational testing/psychological assessments through a licensed, credentialed provider, per the policy guidelines promulgated from the SSI disability claim documentation, for the purpose of identifying and applying for disability. The cost for the test/assessment shall not exceed six hundred dollars (\$600.00).
 - iii. The Grantee shall also assist the Client in applying for SSI/SSDI and advocating on their behalf, when applicable.
- h. Linkage to Outside Service Providers or Community Resources. When a Client agrees to receive services through FFS, the Grantee shall provide services based on the Client's and the family's assessment results, goals, and individualized service plan. The Grantee shall maintain a resource manual of all community resources available to make referrals to outside service providers for long-term needs. Appropriate referrals may include but are not limited to:
- i. licensed alcohol and drug treatment programs;
 - ii. mental health treatment organizations;
 - iii. psycho-educational testing/psychological assessments by a licensed, credentialed provider per the policy guidelines promulgated from the SSI disability claim documentation for the purpose of identifying disabilities;
 - iv. additional assessments (upon written approval by the State);
 - v. legal aid organizations for assistance with Supplemental Security Income and Social Security Disability Income applications;
 - vi. domestic violence shelters and resources; and
 - vii. community and/or faith-based treatment or service programs.

The Grantee shall submit a written recommendation to the State for approval to extend services for the Client and/or the family when services are needed beyond twelve (12) months.

Client Participation and Engagement

- A.8. The Grantee shall attempt to minimize a Client's barriers to accessing services by making reasonable efforts to schedule appointments at a time and place convenient to the Client. The Grantee may opt to conduct sessions by telephone or other online technology means such as videoconferencing, web-conferencing when it is determined by the Grantee that effective counseling can be delivered in this manner or when it is more convenient for the Client and /or the family. The Grantee shall ensure that the use of technology in their practices/services is delivered in accordance to HIPPA.
- A.9. The Grantee shall provide appropriate language assistance at no cost to ensure that persons are not excluded from equal program participation. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, may be Limited English Proficient, or "LEP". Appropriate language assistance includes, but is not limited to, translation of documents, contract staff interpreters, contract interpreters from within the community, and a telephone interpreter service. Notice regarding the availability of interpreter services, at no cost, must be posted in a conspicuous place, available to all employees, applicants, and Clients.
- A.10. The Grantee shall inform the Client's State's Client Representative and their assigned Employment and Case Management Services provider if the Client elects to use their FFS services to count towards their required work activity hours (for a maximum of two (2) hours per week) under the Job Readiness activity component or if the Client's Personal Responsibility Plan work activity hours requires a modification.
- A.11. The Grantee shall provide weekly feedback via electronic mail on each FFS Client to the Client's State's Client Representative and to their ECMS Provider, if assigned.

The Grantee shall provide monthly feedback via electronic mail to the State's Client Representative on any Client who is not assigned to an ECMS Provider, unless there is a change in circumstance which would affect the Client's Families First case. The feedback shall include, but is not limited to, the Client's appointment date and time, if the Client and/or family attended the scheduled appointment or was a no show, the amount of time during which services were rendered, general progress of the Client and/or family, and barriers that may impact the Client's ability to comply with their PRP.

- A.12. The Grantee shall verify the Client's FF active status using the State's System of Record on a monthly basis to determine eligibility for FFS services and for the issuance of support services.
- A.13. The Grantee shall provide a notification of a Client's closure or termination of FFS services to the Client's State's Client Representative and their assigned ECMS Provider within three (3) business days. The notification shall include, but is not limited to, date FFS services ended; the Client's compliance with services and appointments; any service recommendations and referral(s) for additional services; and any other relevant information pertaining to the Client's job readiness status.
- A.14. The State's Client Representative shall provide notification of a Client's FF case closure or termination of services to the Grantee within three (3) business days.
- A.15. The Grantee may provide transitional services for up to six (6) sessions over a three (3) month period following the closure of the Client's FF Case for any reason to support the family's transition.
- A.16. The Grantee shall develop and maintain a written plan for managing and responding to Client inquiries and/or complaints that are submitted to the Grantee by the Client, the ECMS Provider, or State. The plan shall include a mechanism for:
 - a. tracking the numbers of inquiries/complaints received;
 - b. providing a resolution description for inquiries/complaints, as well as, timeframes for addressing such; and
 - c. monitoring processes in order to assess effectiveness of the Grantee's customer service.

Case File Maintenance and Documentation Requirements

- A.17. The Grantee shall ensure the Client's clinical records are current and thorough with respect to all services provided. The Client's clinical records should include information such as the FFS referral; assessment(s) and results; the State's Self-Sufficiency Assessment and Matrix; service plan and any modifications; and case notes that details the Client and family's progress, appointments and no shows, services provided and referred, barriers addressed, termination or extension of services; communications to the Client, Client's State Client Representative and/or ECMS Provider; and closure summary.
- A.18. The Grantee shall ensure that the FFS clinical records are stored in a separate locked filing cabinet from other agency clinical records, regardless of whether or not such records are maintained at the Grantee's or State's facility.
- A.19. The Grantee shall provide a copy of all Clients' clinical records, upon the Client's written consent, to the new Grantee or other treatment professional/agency upon transfer, expiration, termination of this Grant or in the event that a Client relocates to the area of another contracted FFS service provider.
- A.20. The Grantee shall be responsible for all legal defenses and litigations involving the request of or access to a FFS Client's clinical records. The Grantee shall ensure that any subpoenas or court orders received requesting A FFS Client's clinical records shall be communicated with and coordinated through the State's Families First Program Director or the State's legal designee.

- A.21. The Grantee shall develop an internal monitoring process and conduct periodic compliance reviews of financials and clinical records to ensure Grant requirements are being met by the Grantee's staff.

Staffing Requirements and Training

- A.22. The Grantee shall ensure that staff possesses the necessary skills and/or credentials to provide services to Clients and their families. The Grantee shall ensure that staff duties correlate with their level of education and years of professional experience. The Grantee staff shall meet the following minimum requirements:
- a. possesses a minimum of a Bachelor's Degree in Social Work or Social Welfare, Marriage, Family and Child Counseling, Counseling Psychology, Social Psychology, or other equivalent education in the human services field from an accredited college or university, Master's Degree preferred; and
 - b. possesses a minimum of three (3) years of qualifying family counseling experience working with families from all socio-economic and cultural backgrounds.

The State may grant exceptions to minimum requirements on a case-by-case basis. The Grantee shall submit a written exception to the State and include a justification to support the exception. The Grantee shall keep the State informed of any personnel actions that include hiring, resignations, and/or terminations.

- A.23. The Grantee shall be responsible for hiring clinical personnel and maintain adequate staffing levels to provide services to Clients and their families in the Grantee's assigned Region. The Grantee shall make all efforts to complete the hiring process as quickly as possible to ensure coverage of the service area at all times even in the event of a staff vacancy.
- A.24. The Grantee shall cooperate with the State and participate in all required trainings, workshops, meetings, or conferences to ensure that the Grantee's policies, procedures, and delivery of services are aligned with the Two-Generational Approach, brain science informed practices, Adverse Childhood Experiences, trauma informed practices, strength-based philosophy practices, Transition to Success practices, and motivational interviewing techniques. The Grantee shall conduct refresher training when appropriate.
- A.25. The Grantee shall provide updates to staff to ensure that they are fully informed of any changes in State's practices, family engagement efforts, program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements. The Grantee shall maintain documentation to demonstrate changes were communicated to their staff via training agenda or memorandums and staff sign-in rosters.

Confidentiality Requirements and Data Security Protocol

- A.26. The Grantee shall ensure that appropriate safeguards are in place in order to control access to State-managed data systems to which the Grantee has been given access to provide services contemplated under this Grant. These safeguards shall ensure that the Grantee is in compliance with the Computer Crimes Act as defined in T.C.A. §§ 39-14-601-603.
- A.27. The Grantee shall ensure that all staff with access to the State's System of Record shall complete a State Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annually or as needed.
- A.28. The Grantee shall follow the State's data security protocol in order to have access to the State's System of Record. The Grantee acknowledges and agrees to notify the State immediately upon reasonable cause to believe that a breach of system security has occurred. The Grantee shall notify the State of any staff

terminations with access to the State's System of Record by the timeframe as specified in the State's Computer Security Agreement.

The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- A.29. The Grantee shall ensure that the Grantee's computers are compatible with the State's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information from, the State by e-mail.

Performance Measurement Outcomes (PMOs)

- A.30. In order to demonstrate the Client's and the family's success, the Grantee shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the Families First program requirements with an emphasis on the Two-Generational Approach (i.e. education, economic support, health and well-being, social capital, and quality employment) to better evaluate if each Client and their family is reaching self-sustaining outcomes as a result of the services provided.
- A.31. The Grantee shall electronically submit the Performance Measurement Outcomes report to the State on a monthly basis by the tenth (10th) business day of the month following the last date of the reporting quarter in accordance to requirements and format established by the State. Monthly reports shall be separated by county and submitted in the format and content in accordance with requirements established by the State. Program reports shall at a minimum include:
- a. Seventy-five percent (75%) of clients will have identified career and/or educational goal(s) at the time of FFS closure.
 - b. Seventy-five percent (75%) of clients presenting with a long-term physical and/or mental health issue(s) that is a barrier to self-sufficiency will be referred to the Tennessee Alliance for Legal Services.
 - c. Seventy percent (70%) of clients with child behavior/health issues will be referred to family counseling to develop strategies for coping with the child's behavior/health issues.
 - d. Ten percent (10%) or less of clients will have unsuccessful closures due to FF sanctions.
 - e. Eighty-five percent (85%) of clients experiencing homelessness will be given resources and referrals by the Grantee.

Program Activity and Supportive Services Reports

- A.32. The Grantee shall submit the Program Activity and Supportive Services Reports to the State on a monthly basis by the tenth (10th) business day of the month following the reporting month in accordance to requirements established by the State. The Program Activity Report shall include the following:
- a. Detailed Caseload;
 - b. Referrals: Numbers, Sources, Reasons, Barriers;
 - c. Education Level/Status;
 - d. Employment Level/Status;
 - e. Type(s) and Length of Services Providing;
 - f. Specific Assistance to Individuals: Transportation, etc.;

- g. Outside Referrals for Services: Employment trainings; Educational; Programs: Adult Education, Drive to 55 Programs; Intensive Mental Health Programs; A & D Programs; Vocational Rehabilitation; SSA: SSI/SS; etc.;
- h. Successful/Unsuccessful closures, and
- i. Other areas as identified to demonstrate how practices are aligned with the State's two generational approach, brain science informed practices, and strength based philosophy.

A.33. The Grantee shall implement a plan to comply with Title VI of the Civil rights Act of 1964, to include, but not be limited to, staff civil rights training, both on an annual basis for all employees and as part of orientation training for new employees, the provision of language assistance services, and the process for receiving an investigation on any complaints regarding Title VI discrimination. Such plan shall be made available to the State upon request. Such plan and provision of services must conform to the requirements of both federal and state law and guidelines relevant to Title VI.

B. TERM OF AGREEMENT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2020("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The Grantor State Agency reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Grantor State Agency, at the Grantor State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Grantor State Agency no more often than monthly, with all necessary supporting documentation, and present such to:

Lakecia Peterson, Families First Program
Tennessee Department of Human Services

James K. Polk Building
505 Deaderick Street
Nashville, TN 37243
Telephone: 615-313-5675
Email Address: FamiliesFirst.DHS@tn.gov

Jennifer Campbell, Family Assistance Contracts
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: 615-313-4718
Email Address: FamilyAssistanceContracts.DHS@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Grantor State Agency).
 - (5) Grantor: Department of Human Services, Division of Family Assistance.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Grantor State Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the Grantor State Agency within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The Grantor State Agency will not deem such Grantee costs to be allowable and reimbursable by the Grantor State Agency

unless, at the sole discretion of the Grantor State Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Agreement amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Agreement amount. Grant Budget line-item revisions may not be made without prior, written approval of the Grantor State Agency in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Agreement amendment.
 - c. Any increase in the total Grant Agreement amount shall require a Grant Agreement Amendment
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
 - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Lakecia Peterson, Families First Program Director
Tennessee Department of Human Services
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: 615-313-5675
Email Address: Lakecia.Peterson@tn.gov

Rebecca Vernon, Families First Policy Director
Department of Human Services

505 Deaderick Street
Nashville, TN 37243-1403
Telephone: (615)313-5729
Email Address: Rebecca.Vernon@tn.gov

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Telephone # Number

FAX # Number

Email Address

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless

of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.7. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

GRANTEE STATE AGENCY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)

TENNESSEE DEPARTMENT OF HUMAN SERVICES

DANIELLE W. BARNES, COMMISSIONER

DATE

GRANT BUDGET				
GRANTEE'S NAME				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees/Grant & Awards ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
	\$0.00

DEPRECIATION	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

RFP # 34530-40019 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
GRANTEE NAME**

This grant contract ("Grant Contract"), by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee **Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **Scope of Service Caption**, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Definitions.

- a. "Adverse Childhood Experience (ACE)" refers to traumatic experiences (e.g. physical and mental abuse to neglect and household dysfunction) in a person's life occurring before the age of 18.
- b. "AU" shall mean Assistance Unit.
- c. "Barriers" shall mean obstacles such as but not limited to mental and physical health challenges; domestic violence; substance abuse; legal issues; learning or other disorders;; management of stress; children's health and/or children's behavioral disorders (i.e. coping with child's chronic illness/impairment, school progress, truancy, substance abuse); employment (obtaining or maintaining); caring for disabled child or parents, teen/young adult pregnancy and parenting; etc. that impacts the Client's ability to fulfill the program's work requirements or become gainfully employed.
- d. "Client" shall mean an individual who is receiving a monthly Families First cash benefit or, those individuals receiving transitional services after Families First case closure.
- e. "Corrective Action Plan" shall mean a written document in response to a specific situation such as an audit finding, observation, agency practices or policies, and/or unmet performance measure that describes the course of action or steps the Grantee will take to change and address the situation to better meet the Scope and goals of the Contract.
- f. "ECMS" shall mean Employment and Case Management Services. These are services contracted by the State through other agencies, which are assigned to a Region(s), for the administration and management of Families First/TANF clients' work activity requirements and supportive services.
- g. "FEP" shall mean Family Empowerment Plan. The FEP is a family-centered, strengths-based plan that focuses on the family's progress from a Two-Generation Approach throughout the case to ensure services are tailored to best address the family's strengths and needs. The plan acts as a bridge from the assessments to the actual delivery of services and supports.
- h. "FF" shall mean Families First, which is Tennessee's TANF program.
- i. "FFS" shall mean Family Focused Solutions. A Families First support service developed to assist clients and their family in managing or overcoming barriers which limit their ability to move toward self-sufficiency.

- j. "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996 which is United States legislation that provides data privacy and security provisions for safeguarding medical information.
- k. "Individualized Service Plan" shall mean a tool used to develop the road map for the Client in their journey towards enhanced self-sufficiency. The results of the Client's assessment are used to help develop the plan and choose self-sufficiency-enhancing services. The plan details the when, where, how and by whom these activities will be provided. Service plans should be individualized based on the needs of the Client and family and can be added to and adjusted over time.
- l. "Limited English Proficient or LEP" shall mean Clients who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP."
- m. "Personal Responsibility Plan (PRP)" shall mean an agreement between the State and the Families First household outlining a jointly-developed plan to assist the Client's and its household to achieve their highest level of self-sufficiency. The PRP must be developed and personalized based on the household's unique circumstances. The Client's strengths, interests, work experience/skills, employment barriers and other issues are identified through the assessment process and serve as a foundation for the PRP. The PRP remains active until the closure of the Families First case. A renegotiation of the PRP is required only when a Client's participation status with the work and/or educational activity changes from exempt to non-exempt or non-exempt to exempt.
- n. "PMO" shall mean Performance Measurement Outcomes.
- o. Self-Sufficiency Assessment shall mean a tool for individuals to determine their own strengths and areas for improvement as they work towards self-sufficiency. The key areas addressed in the assessment include access to services, career resiliency/training, childcare, clothing, education, employment, English language skills, food, functional ability, housing, income (self-sufficiency standard), income (area median income), income (federal poverty level), legal, life skills (household management), life skills (human resources), life skills (financial matters), life skills (setting goals & resourcefulness), mental health, parenting, physical health, safety, substance use, support systems and transportation.
- p. "Matrix" shall refer to the document used to record and track the Self-Sufficiency Assessment results to help individual Clients and families document their progress towards self-sufficiency over time at specific intervention points or, when appropriate, to document a Client's and their family's ability to maintain a certain level of sustainability. This document helps agencies to determine the most useful client services and the delivery of such services. It also allows program staff to identify where additional resources are needed and how to deploy those resources most effectively.
- q. "Motivational interviewing (MI)" shall mean a client-centered counseling style or technique for eliciting behavior change by helping Clients to explore and resolve ambivalence that prevents Clients from realizing personal goals.
- r. "State's System of Record" shall mean the Department of Human Services' Automated Client Certification and Eligibility Network for Tennessee (ACCENT) which is an electronic eligibility and case management system currently used in Tennessee for FF and other State programs.
- s. "State's Client Representative" shall mean a State staff member who is responsible for guiding the Client through the Program and assisting the Client and Grantee, as needed, with issues related to the provision of employment preparation placement and retention.
- t. "Strength-based philosophy practice" shall mean a way of viewing Clients as resourceful and resilient in the face of adversity. The approach emphasizes the Client's self-determination and

strengths by utilizing positive thinking patterns and circumstances in a person's life, rather than the negatives.

- u. "SSI (Supplemental Security Income) and SSDI (Social Security Disability Insurance)" shall mean a program that pays benefits to disabled adults who are unable to work because of a medical condition that is expected to last at least one year or result in death and have limited income and resources.
- v. "Support Services" shall mean any type of support, provided for the removal of Barriers, which enables the Client and family to fulfill the program's work requirements. These supports may include transportation, uniforms, drug and alcohol abuse counseling and referral, individual and family counseling, special services and materials for Clients, and other reasonable expenses identified in the Grant Contract.
- w. "Support Payments" shall mean an ongoing or periodic payment issued by the Grantee to the Client for a support service or directly to the vendor providing the support service to the Client.
- x. "TANF" shall mean Temporary Assistance for Needy Families ("TANF") which is the federal program defining regulations for Tennessee's Families First program.
- y. "Tennessee Alliance for Legal Services (TALS)" shall mean a non-profit organization in contract with the State for the provision of legal assistance to disabled Families First participants to apply for Social Security Disability insurance (SSDI) benefits.
- z. "Transition to Success (TTS)" shall mean a system of care model designed to transition individuals and families out of poverty to a life of economic self-sufficiency. This model is used for the coordination of care to address the Client's basic needs, literacy, education goals (including GED and higher education for parents), financial literacy, and volunteerism—all key components for self-sufficiency and how to coordinate those resources to meet those areas effectively.
- aa. "Trauma-informed practices" shall mean creating a safe and supportive environment while treating a whole person, taking into account past trauma and the resulting coping mechanisms when attempting to understand behaviors and treat the Client.
- bb. "Two-Generation Approach" shall mean addressing needs of the whole family, the both children and the parent(s), simultaneously. There are four (4) key components the Two-Generation Approach: 1) Educational Success; 2) Workforce Development and Economic Assets; 3) Health and Well-Being; and 4) Social Capital. This Approach includes strengthening and coordinating services to help families achieve stability.
- cc. "Vocational Rehabilitation" shall mean vocational services that assist Clients with disabilities to obtain and maintain employment.
- dd. "Work Requirement" shall mean the requirement for adult participants who are not considered exempt from the work component by the State. This includes teen parents who are the head of their own Families First case. Teen parents who are also dependent children in the assistance unit must attend school as an eligibility requirement.

Two-Generational Approach to Engagement

- A.3. The Grantee shall provide services under Family Focused Solutions (FFS) to address the needs of eligible Families First Clients and their children simultaneously using a Two-Generation Approach. Based on Tennessee's four (4) core components of the Two-Generation Approach (i.e. education, economic supports, health and well-being, and social capital), the Grantee shall:
 - a. Educational Success. Facilitate a climate of family support and education. Promote family well-being and children's school readiness, while also assuring healthy child development facilitate

opportunities for skills development. Improve the parent's knowledge and level of engagement in the child's development and education. Help parents understand learning disabilities and their emotional impact on the child and family. Engaging and strengthening families to enhance student motivation in school.

- b. Workforce Development and Economic Assets. Provide appropriate life skills activities for those needing workplace skill development based on the results of assessment, in order to become employed and/or stay employed and to increase self-sufficiency. Assist families with identifying realistic employment goals and addressing Barriers to achieve the goal. Provide families with access to financial education and asset-building programs. Assist families with developing financial management skills and savings plans.
- c. Health and Well-Being. Screen children and families for Adverse Childhood Experiences and facilitate their connection to services aimed at reducing psychosocial and traumatic stress on the family and child before mental health symptoms, behavioral problems or academic difficulties are exacerbated. Assist parents in recognizing traumatic experiences through counseling services. Coordinate appropriate referrals and local resources to provide further support to families. Improve physical health and mental health outcomes by assisting families to engage in significant preventive health practices such as getting care from local healthcare providers or public health centers, improving their diet and exercise, preventing toxic stress, and providing supports to build strong parent-child relationships. Coordinate appropriate referrals and local resources to provide further support to families. Foster productive interactions through therapeutic strategies to help both the child with an emotional or learning problem and his or her family. Facilitate nurturing home environments and increasing knowledge of parenting and child development through modeling supportive parenting, parenting classes, and parenting support groups. Expand on parental resilience by providing tools to reduce stress such as practicing problem solving, peer support opportunities, and mindfulness training.
- d. Social Capital. Promote family and community engagement by helping families build healthy connections. Increase social connections for the family by helping the parent to identify a network of supportive adults for parents and by establishing positive relationships for children with caring adults in school, family, friends, or neighbors.

Referral, Intake, and Assessment

- A.4. The Grantee shall receive Clients with barriers as identified by the Client, the State's Eligibility Counselor, the State's Client Representative, and/or other service providers contracted by the State. These barriers may include, but are not limited to, the following:
 - a. employment (obtaining or maintaining);
 - b. domestic violence;
 - c. physical or mental health challenges;
 - d. substance abuse;
 - e. learning or other disorders;
 - f. management of stress;
 - g. children's health and/or children's behavioral disorders (e.g. coping with child's chronic illness/impairment, school progress, truancy, substance abuse);
 - h. caring for disabled child or parents;
 - i. teen/young adult pregnancy and parenting; and/or
 - j. legal issues.

- A.5. The Grantee shall: (1) contact referred Clients and schedule for an appointment;(2) Provide written feedback on the Client's initial appointment via electronic mail to the State's Client Representative within fourteen (14) calendar days from the date of referral; (3) complete the Matrix with the Client; and (4) submit the results and recommendations on the Assessment Summary Form to the Client's State's Client Representative within thirty (30) calendar days from the date of referral.

The Grantee shall ensure that their staff inform all Clients of the FFS program requirement and obtain the Client's signature on the State's Informed Consent Form prior to administering any assessments or the provision of services.

- A.6. The Grantee's assessment results shall include, but are not limited to:
- a. identification of the Client's barrier(s) to employment utilizing the State's Self-Sufficiency Matrix tool;
 - b. an assessment of the Client's ability to participate in their required work activity component(s) and the number of hours the Client is able to participate per week;
 - c. a determination of any accommodations that are necessary to enable the Client to successfully participate in their required work activity component(s);
 - d. identification of the Client's and the family's short term and long term goals; and
 - e. identification of additional resources and services such as vocational rehabilitation or other community agencies based on the Client's assessment, the Client and family's goals, and length of services.

Type of FFS Services

- A.7. Upon completion of the assessment, the Grantee shall determine the type(s) of services needed by the Client and/or the family based on the assessment results and identified goals. The Grantee shall provide services that move the Client and the family towards self-sufficiency and align with the Two Generation components in Section A.3 of this contract. The services are:
- a. Individualized Case Management. Case management includes assessing strengths and needs, developing an individualized service plan and monitoring and supporting Client and family engagement to promote movement toward self-sufficiency. This service has an intentional focus on:
 - i. Goal-setting and service planning based on results from the Client's Self-Sufficiency Assessment and Matrix, individualized service plan, and individual and family goals.
 - ii. Assisting the Client in identifying their needs, building on their strengths while supporting them in meeting their goal.
 - iii. Assisting the Client in accessing services to address their needs and follow up on results of the referral and interactions.
 - iv. Reconnecting the Client to their individualized service plan goals and steps needed to address self-sufficiency.

The outcome of case management is increased family stability and self-sufficiency through individualized services.

- b. Individual Counseling. A short-term counseling service where the Client works one-on-one with a counselor to explore their feelings, beliefs, or behaviors, work through challenging or influential memories, identify aspects of their lives that they would like to change, better understand themselves and others, simply desiring personal growth, set personal goals, and work toward desired change to put the family on a better path.
- c. Family Counseling. A short-term counseling service that helps family members to improve communication and resolve conflicts. Sessions may include all family members or just those able or willing to participate based on the family's situation and dynamics. Sessions are aimed towards

- identifying the strengths and needs of the family, clarifying roles in the home, balancing work and life, teaching the family skills to deepen family connections and get through stressful times, and providing solution-focused interventions that provide the best outcome for the family.
- d. Financial Management. Financial education classes or sessions utilizing a curriculum (i.e. Dollar Decisions, Money Habitudes, or FDIC Money Smart) that is targeted for low- and moderate-income adults to educate the Client and the family on ways to identify spending leaks, choose effective ways to track expenses and budgeting, set financial goals, identify sources of income and financial assistance, facilitate reduced debt, improved credit score, lower rate of delinquent bills, develop spending and savings plans, identify ways to cut expenses, and increase income to achieve and maintain self-sufficiency.
 - e. Parenting Skills. Parenting skills services to educate the Client areas such as on children development milestones, caring for newborn or infant, health/dental check-ups and immunizations, health and nutrition, understanding executive functioning skills, understanding temperament, intellectual development, communicating with their children, the dynamics of discipline, instilling self-esteem, teaching children values, meeting their children's needs, being a good role model, and understanding the impact of Adverse Childhood Experiences and how to prevent these experiences for their children. Parenting skills services should also enable the Client to understand and address behaviors such as fighting with other children or siblings and oppositional behavior; to learn skills that reinforces positive behaviors and those that decreases negative behaviors; and a step-by-step approach for managing specific problems in the classroom setting.
 - f. Life Skills. Life skills services are to provide self-advocacy skills and teach the Client and the family how to reach out to others when they need help regarding the resources that are available to them; how to access services independently when needs arise; how to compensate for delayed executive function skills; how to make their own decisions about life; how to get information so that they can understand things that are of interest to them; how to negotiate for themselves and their families; how to find out who will support them in their journey; problem-solving; active listening and learning; and about self-determination.
 - g. Support Services. Support Services assistance is an essential part of successful engagement to support the Client in eliminating or reducing certain barriers and enable them to work or participate in other required work participation requirements such as education or training and to address family stability.
 - iv. The Grantee may provide compensation to a Client for transportation assistance for the purpose of attending counseling appointments. The transportation assistance shall be provided in the form of cash or check reimbursement, bus cards, gas cards, and taxi or van services. The form of the transportation stipend issued shall be at the Client's discretion and should not pose additional hardships on the Client's ability to access FFS services and/or attend appointments.

Transportation reimbursement in the form of gas card or cash reimbursement must be offered at a minimum of three dollars (\$3.00) per day if the Client elects to provide his/her own transportation.
 - v. The Grantee may refer a Client for psycho-educational testing/psychological assessments through a licensed, credentialed provider, per the policy guidelines promulgated from the SSI disability claim documentation, for the purpose of identifying and applying for disability. The cost for the test/assessment shall not exceed six hundred dollars (\$600.00).
 - vi. The Grantee shall also assist the Client in applying for SSI/SSDI and advocating on their behalf, when applicable.
 - h. Linkage to Outside Service Providers or Community Resources. When a Client agrees to receive services through FFS, the Grantee shall provide services based on the Client's and the family's assessment results, goals, and individualized service plan. The Grantee shall maintain a resource

manual of all community resources available to make referrals to outside service providers for long-term needs. Appropriate referrals may include but are not limited to:

- i. licensed alcohol and drug treatment programs;
- ii. mental health treatment organizations;
- iii. psycho-educational testing/psychological assessments by a licensed, credentialed provider per the policy guidelines promulgated from the SSI disability claim documentation for the purpose of identifying disabilities;
- iv. additional assessments (upon written approval by the State);
- v. legal aid organizations for assistance with Supplemental Security Income and Social Security Disability Income applications;
- vi. domestic violence shelters and resources; and
- vii. community and/or faith-based treatment or service programs.

The Grantee shall submit a written recommendation to the State for approval to extend services for the Client and/or the family when services are needed beyond twelve (12) months.

Client Participation and Engagement

- A.8. The Grantee shall attempt to minimize a Client's barriers to accessing services by making reasonable efforts to schedule appointments at a time and place convenient to the Client. The Grantee may opt to conduct sessions by telephone or other online technology means such as videoconferencing, web-conferencing when it is determined by the Grantee that effective counseling can be delivered in this manner or when it is more convenient for the Client and /or the family. The Grantee shall ensure that the use of technology in their practices/services is delivered in accordance HIPPA.
- A.9. The Grantee shall provide appropriate language assistance at no cost to ensure that persons are not excluded from equal program participation. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, may be Limited English Proficient, or "LEP". Appropriate language assistance includes, but is not limited to, translation of documents, contract staff interpreters, contract interpreters from within the community, and a telephone interpreter service. Notice regarding the availability of interpreter services, at no cost, must be posted in a conspicuous place, available to all employees, applicants, and Clients.
- A.10. The Grantee shall inform the Client's State's Client Representative and their assigned Employment and Case Management Services provider if the Client elects to use their FFS services to count towards their required work activity hours (for a maximum of two (2) hours per week) under the Job Readiness activity component or if the Client's Personal Responsibility Plan work activity hours requires a modification.
- A.11. The Grantee shall provide weekly feedback via electronic mail on each FFS Client to the Client's State's Client Representative and to their ECMS Provider, if assigned.

The Grantee shall provide monthly feedback via electronic mail to the State's Client Representative on any Client who is not assigned to an ECMS Provider, unless there is a change in circumstance which would affect the Client's Families First case. The feedback shall include, but is not limited to, the Client's appointment date and time, if the Client and/or family attended the scheduled appointment or was a no show, the amount of time during which services were rendered, general progress of the Client and/or family, and barriers that may impact the Client's ability to comply with their PRP.

- A.12. The Grantee shall verify the Client's FF active status using the State's System of Record on a monthly basis to determine eligibility for FFS services and for the issuance of support services.
- A.13. The Grantee shall provide a notification of a Client's closure or termination of FFS services to the Client's State's Client Representative and their assigned ECMS Provider within three (3) business days. The notification shall include, but is not limited to, date FFS services ended; the Client's compliance with

services and appointments; any service recommendations and referral(s) for additional services; and any other relevant information pertaining to the Client's job readiness status.

- A.14. The State's Client Representative shall provide notification of a Client's FF case closure or termination of services to the Grantee within three (3) business days.
- A.15. The Grantee may provide transitional services for up to six (6) sessions over a three (3) month period following the closure of the Client's FF Case for any reason to support the family's transition.
- A.16. The Grantee shall develop and maintain a written plan for managing and responding to Client inquiries and/or complaints that are submitted to the Grantee by the Client, the ECMS Provider, or State. The plan shall include a mechanism for:
 - a. tracking the numbers of inquiries/complaints received;
 - b. providing a resolution description for inquiries/complaints, as well as, timeframes for addressing such; and
 - c. monitoring processes in order to assess effectiveness of the Grantee's customer service.

Case File Maintenance and Documentation Requirements

- A.17. The Grantee shall ensure the Client's clinical records are current and thorough with respect to all services provided. The Client's clinical records should include information such as the FFS referral; assessment(s) and results; the State's Self-Sufficiency Assessment and Matrix; service plan and any modifications; and case notes that details the Client and family's progress, appointments and no shows, services provided and referred, barriers addressed, termination or extension of services; communications to the Client, Client's State Client Representative and/or ECMS Provider; and closure summary.
- A.18. The Grantee shall ensure that the FFS clinical records are stored in a separate locked filing cabinet from other agency clinical records, regardless of whether or not such records are maintained at the Grantee's or State's facility.
- A.19. The Grantee shall provide a copy of all Clients' clinical records, upon the Client's written consent, to the new Grantee or other treatment professional/agency upon transfer, expiration, termination of this Grant or in the event that a Client relocates to the area of another contracted FFS service provider.
- A.20. The Grantee shall be responsible for all legal defenses and litigations involving the request of or access to a FFS Client's clinical records. The Grantee shall ensure that any subpoenas or court orders received requesting A FFS Client's clinical records shall be communicated with and coordinated through the State's Families First Program Director or the State's legal designee.
- A.21. The Grantee shall develop an internal monitoring process and conduct periodic compliance reviews of financials and clinical records to ensure Grant requirements are being met by the Grantee's staff.

Staffing Requirements and Training

- A.22. The Grantee shall ensure that staff possesses the necessary skills and/or credentials to provide services to Clients and their families. The Grantee shall ensure that staff duties correlate with their level of education and years of professional experience. The Grantee staff shall meet the following minimum requirements:
 - a. possesses a minimum of a Bachelor's Degree in Social Work or Social Welfare, Marriage, Family and Child Counseling, Counseling Psychology, Social Psychology, or other equivalent education in the human services field from an accredited college or university, Master's Degree preferred; and,

- b. possesses a minimum of three (3) years of qualifying family counseling experience working with families from all socio-economic and cultural backgrounds.

The State may grant exceptions to minimum requirements on a case-by-case basis. The Grantee shall submit a written exception to the State and include a justification to support the exception. The Grantee shall keep the State informed of any personnel actions that include hiring, resignations, and/or terminations.

- A.23. The Grantee shall be responsible for hiring clinical personnel and maintain adequate staffing levels to provide services to Clients and their families in the Grantee's assigned Region. The Grantee shall make all efforts to complete the hiring process as quickly as possible to ensure coverage of the service area at all times even in the event of a staff vacancy.
- A.24. The Grantee shall cooperate with the State and participate in all required trainings, workshops, meetings, or conferences to ensure that the Grantee's policies, procedures, and delivery of services are aligned with the Two-Generational Approach, brain science informed practices, Adverse Childhood Experiences, trauma informed practices, strength-based philosophy practices, Transition to Success practices, and motivational interviewing techniques. The Grantee shall conduct refresher training when appropriate.
- A.25. The Grantee shall provide updates to staff to ensure that they are fully informed of any changes in State's practices, family engagement efforts, program requirements and guidelines, fiscal policies and procedures, and/or confidentiality requirements. The Grantee shall maintain documentation to demonstrate changes were communicated to their staff via training agenda or memorandums and staff sign-in rosters.

Confidentiality Requirements and Data Security Protocol

- A.26. The Grantee shall ensure that appropriate safeguards are in place in order to control access to State-managed data systems to which the Grantee has been given access to provide services contemplated under this Grant. These safeguards shall ensure that the Grantee is in compliance with the Computer Crimes Act as defined in T.C.A. §§ 39-14-601-603.
- A.27. The Grantee shall ensure that all staff with access to the State's System of Record shall complete a State Computer Security Agreement immediately upon access being granted by the State and annually thereafter. The computer security training and refresher training shall be provided by the State annually or as needed.
- A.28. The Grantee shall follow the State's data security protocol in order to have access to the State's System of Record. The Grantee acknowledges and agrees to notify the State immediately upon reasonable cause to believe that a breach of system security has occurred. The Grantee shall notify the State of any staff terminations with access to the State's System of Record by the timeframe as specified in the State's Computer Security Agreement.

The State's Enterprise Information Security Policies document is found at the following URL:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- A.29. The Grantee shall ensure that the Grantee's computers are compatible with the State's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information from, the State by e-mail.

Performance Measurement Outcomes (PMOs)

- A.30. In order to demonstrate the Client's and the family's success, the Grantee shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the Families First program requirements with an emphasis on the Two-Generational Approach (i.e. education,

economic support, health and well-being, social capital, and quality employment) to better evaluate if each Client and their family is reaching self-sustaining outcomes as a result of the services provided.

- A.31. The Grantee shall electronically submit the Performance Measurement Outcomes report to the State on a monthly basis by the tenth (10th) business day of the month following the last date of the reporting quarter in accordance to requirements and format established by the State. Monthly reports shall be separated by county and submitted in the format and content in accordance with requirements established by the State. Program reports shall at a minimum include:
- a. Seventy-five percent (75%) of clients will have identified career and/or educational goal(s) at the time of FFS closure.
 - b. Seventy-five percent (75%) of clients presenting with a long-term physical and/or mental health issue(s) that is a barrier to self-sufficiency will be referred to the Tennessee Alliance for Legal Services.
 - c. Seventy percent (70%) of clients with child behavior/health issues will be referred to family counseling to develop strategies for coping with the child's behavior/health issues.
 - d. Ten percent (10%) or less of clients will have unsuccessful closures due to FF sanctions.
 - e. Eighty-five percent (85%) of clients experiencing homelessness will be given resources and referrals by the Grantee.

Program Activity and Supportive Services Reports

- A.32. The Grantee shall submit the Program Activity and Supportive Services Reports to the State on a monthly basis by the tenth (10th) business day of the month following the reporting month in accordance to requirements established by the State. The Program Activity Report shall include the following:
- a. Detailed Caseload;
 - b. Referrals: Numbers, Sources, Reasons, Barriers;
 - c. Education Level/Status;
 - d. Employment Level/Status;
 - e. Type(s) and Length of Services Providing;
 - f. Specific Assistance to Individuals: Transportation, etc.;
 - g. Outside Referrals for Services: Employment trainings; Educational; Programs: Adult Education, Drive to 55 Programs; Intensive Mental Health Programs; A & D Programs; Vocational Rehabilitation; SSA: SSI/SS; etc.;
 - h. Successful/Unsuccessful closures, and
 - i. Other areas as identified to demonstrate how practices are aligned with the State's two generational approach, brain science informed practices, and strength based philosophy.
- A.33. The Grantee shall implement a plan to comply with Title VI of the Civil rights Act of 1964, to include, but not be limited to, staff civil rights training, both on an annual basis for all employees and as part of orientation training for new employees, the provision of language assistance services, and the process for receiving an investigation on any complaints regarding Title VI discrimination. Such plan shall be made available to the State upon request. Such plan and provision of services must conform to the requirements of both federal and state law and guidelines relevant to Title VI.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Lakecia Peterson, Families First Program
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: 615-313-5675
Email Address: Lakecia.Peterson@tn.gov

Rebecca Vernon, Families First Policy Director
Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1403
Telephone: (615)313-5729

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.

- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Human Services, Division of Family Assistance.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Grantor State Agency within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The Grantor State Agency will not deem such Grantee costs to be allowable and reimbursable by the Grantor State Agency unless, at the sole discretion of the Grantor State Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Agreement amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Agreement amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved

revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Agreement amendment.

c. Any increase in the total Grant Agreement amount shall require a Grant Agreement Amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Lakecia Peterson, Families First Program Director
Tennessee Department of Human Services
Nashville, TN 37243-1403
Telephone: 615-313-5675
Email Address: Lakecia.Peterson@tn.gov

Rebecca Vernon, Families First Policy Director
Tennessee Department of Human Services
Nashville, TN 37243-1403
Telephone: (615)313-5729
Email Address: Rebecca.Vernon@tn.gov

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address
Email Address
Telephone # Number
FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant

details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to

prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in

coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

i. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

j. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

k. Automobile Liability Insurance

- 3) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 4) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

I. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and

- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

m. Cyber Liability Insurance

- 1) The Contractor shall maintain cyber liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, errors, omissions, negligence, and infringement of intellectual property (except patent and trade secret). Coverage shall be sufficiently broad to respond to all duties and obligations as is undertaken by the Contractor in the Contract and shall include network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage, destruction, or alteration of electronic information, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential and private information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the State or on behalf of the State hereunder.

n. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion if not provided as part of the Cyber Liability Insurance required by subsection d., above. The policy must not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000).
- 3) This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

o. Sexual Abuse & Molestation

- 1) The Contractor shall maintain sexual abuse & molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.
- 2) Any sexual abuse & molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Contractor may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

p. Umbrella Liability

The Contractor shall maintain an umbrella liability policy with limits no less than ten million dollars (\$10,000,000) per occurrence or claim, and ten million dollars (\$10,000,000) policy aggregate.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.8. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.9. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.10. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HUMAN SERVICES:

DANIELLE W. BARNES, COMMISSIONER

DATE

GRANT BUDGET				
GRANTEE'S NAME				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees/Grant & Awards ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
	\$0.00

DEPRECIATION	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT LINE AS NECESSARY)]	\$0.00
TOTAL	\$0.00

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.
- ☐ Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
c. Funds passed through the State of Tennessee	c.
d. Funds passed through any other entity	d.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____